

INTERNATIONAL CENTRE FOR SETTLEMENT OF INVESTMENT DISPUTES

Sargeant Petroleum, LLC

Claimant

v.

Dominican Republic

Respondent

(ICSID Case No. ARB(AF)/22/1)

PROCEDURAL ORDER No. 1

Members of the Tribunal

Prof. Gabrielle Kaufmann-Kohler, President of the Tribunal

Mr. David R. Haigh, K.C., Arbitrator

Mr. Alexis Mourre, Arbitrator

Secretary of the Tribunal

Ms. Luisa Fernanda Torres

Assistant to the Tribunal

Mr. Lukas Montoya

22 December 2022

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Introduction¹

The first session of the Tribunal was held on 20 December 2022, starting at 11:00 AM (EST), by videoconference. The session was adjourned at 11:30 AM (EST).

An audio recording was made and deposited in the archives of ICSID. The recording was distributed to the Members of the Tribunal and the Parties.

Participating in the videoconference were:

Members of the Tribunal

Prof. Gabrielle Kaufmann-Kohler, President of the Tribunal

Mr. David R. Haigh, K.C., Arbitrator

Mr. Alexis Mourre, Arbitrator

ICSID Secretariat:

Ms. Luisa Fernanda Torres, Secretary of the Tribunal

Assistant

Mr. Lukas Montoya, Assistant to the Tribunal

Attending on behalf of the Claimant:

Mr. David Foster, O'Melveny & Myers LLP

Mr. Allen Burton, O'Melveny & Myers LLP

Mr. Andrew Weisberg, O'Melveny & Myers LLP

Ms. Victoria Randall, O'Melveny & Myers LLP

Mr. Mustafa Abu Naba'a, Sargeant Petroleum, LLC

Attending on behalf of the Respondent:

Mr. Christian Albanesi, Linklaters LLP

Mr. Borja Fernández de Trocóniz, Linklaters LLP

Mr. Mateo Nosedá, Linklaters LLP

Ms. Natalia Polanco Abreu, *Directora de Prevención y Solución de Controversias, Viceministerio de Comercio Exterior, Ministerio de Industria, Comercio y MIPYMES de la República Dominicana*

Mr. Luis Eduardo Brugal Bravo, *Analista Legal, Viceministerio de Comercio Exterior, Ministerio de Industria, Comercio y MIPYMES de la República Dominicana*

¹ In this Order, the term "Parties" is used to refer to the Claimant and the Respondent in this proceeding, and the term "Party" is used to refer to either the Claimant or the Respondent. (The Tribunal is mindful that Chapter 10 of DR-CAFTA refers to the Claimant and the Respondent together as the "disputing parties" and to either of them as a "disputing party.") In this Order, for further clarity, the State signatories of DR-CAFTA will be referred to as "DR-CAFTA Party" or the "DR-CAFTA Parties." (The Tribunal is mindful that DR-CAFTA refers to the States signatories to the FTA as "Party.")

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The Tribunal and the Parties considered the following:

- The Draft Procedural Order No. 1 circulated by the Secretary of the Tribunal on 18 November 2022; and
- The Parties' comments on the Draft Procedural Order No. 1 received on 2 and 15 December 2022, indicating the items on which they agreed and their respective positions regarding the items on which they did not agree.
- The Tribunal's communication to the Parties on 16 December 2022 concerning the Procedural Calendar.
- The Parties' subsequent communications of 19 December 2022 concerning the Procedural Calendar.

Following the session, the Tribunal now issues the present Order:

Order

Pursuant to Articles 21(1), 27 and 28 of the ICSID Arbitration (Additional Facility) Rules, this first Procedural Order sets out the Procedural Rules that govern this arbitration. The Procedural Timetable is attached as **Annex A**.

1. Applicable Arbitration Rules

Articles 1, 28(2) and 35 of the ICSID Arbitration (Additional Facility) Rules; Article 10.16(5) of DR-CAFTA

1.1. This proceeding is conducted in accordance with the ICSID Additional Facility Rules and the ICSID Arbitration (Additional Facility) Rules in force as of 10 April 2006, except to the extent modified by Section B of Chapter 10 (Investment) of the Dominican Republic – Central America – United States Free Trade Agreement signed on 5 August 2004, in force between the United States and the Dominican Republic since 1 March 2007 (“**DR-CAFTA**”).

2. Constitution of the Tribunal and Declarations of the Members of the Tribunal

Article 13 of the ICSID Arbitration (Additional Facility) Rules

2.1. The Tribunal was constituted on 28 October 2022, in accordance with the ICSID Arbitration (Additional Facility) Rules. The Parties confirmed that the Tribunal was properly constituted and that no Party has any objection to the appointment of any Member of the Tribunal.

2.2. The Members of the Tribunal timely submitted their signed declarations in accordance with Article 13(2) of the ICSID Arbitration (Additional Facility) Rules.

Copies of these declarations were distributed to the Parties by the ICSID Secretariat on 31 May 2022, 19 July 2022, and 28 October 2022.

- 2.3. The Members of the Tribunal confirmed that they have sufficient availability during the next 24 months to dedicate to this case.
- 2.4. The contact details for the Members of the Tribunal are:

Gabrielle Kaufmann-Kohler

Lévy Kaufmann-Kohler
3-5, rue du Conseil-Général
P.O. Box 552
CH-1211 Geneva 4
Switzerland
gabrielle.kaufmann-kohler@lk-k.com

David R. Haigh, K.C.²

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Calgary, Alberta T2P 1G1
Canada
drh@bdplaw.com

Alexis Mourre

MGC Arbitration
52, rue La Boétie
Paris 75008
France
amourre@mgc-arbitration.com

3. Fees and Expenses of the Members of the Tribunal

Administrative and Financial Regulation 14; ICSID Schedule of Fees; Memorandum on Fees and Expenses

- 3.1. The fees and expenses of each Member of the Tribunal shall be determined and paid in accordance with the ICSID Schedule of Fees and the Memorandum on Fees and Expenses in force at the time the fees and expenses are incurred.
- 3.2. Pursuant to ICSID Administrative and Financial Regulation 14, under the Memorandum on Fees and Expenses, from 1 July 2022, each Member of the Tribunal is entitled to:
- 3.2.1. US\$500 per hour of work performed in connection with the proceeding, including each hour spent participating in hearings, sessions and meetings;
- 3.2.2. US\$900 as a *per diem* for each day spent away from their city of residence while traveling in connection with a proceeding when overnight lodging is required. This covers all personal expenses, including lodging, tax on lodging, service charges, meals, gratuities, in-city transportation, laundry, personal communications and internet;
- 3.2.3. US\$250 for each hour of travel and a *per diem* allowance of US\$200 for travel to and from a hearing on a day when lodging is not required. For work performed during travel, Members may charge the hourly rate for work (US\$500) in lieu of the hourly rate for travel. For day trips not

² Mr. David Haigh KC has publicly announced that he is leaving his law firm, Burnet Duckworth & Palmer, as of 31 December 2022 and will be continuing to practice as an independent arbitrator thereafter. As a result, his address and contact information will change at the end of the year. The Parties will be informed of his new contact details in due course.

requiring overnight lodging, Members are also entitled to a *per diem* of US\$200; and

- 3.2.4. reimbursement for the costs of air and ground transportation to and from the city where the hearing, session or meeting is held.
- 3.3. Each Tribunal Member shall submit his/her detailed claims for fees and expenses to the ICSID Secretariat on a quarterly basis or more frequently. Claims for work performed must be declared in a detailed, itemized format and appended to the Claim for Fees and Expenses form.
- 3.4. Non-refundable expenses incurred in connection with a hearing as a result of a postponement or cancellation of the hearing shall be reimbursed, according to the lesser of (i) the actual non-refundable cost or (ii) the US\$900 *per diem*.
4. Presence and Quorum
Articles 22(2) and 28(1)(a) of the ICSID Arbitration (Additional Facility) Rules
 - 4.1. The presence of all Members of the Tribunal, including by any appropriate means of communication, constitutes a quorum for its sittings.
5. Rulings of the Tribunal
Articles 24 and 27 of the ICSID Arbitration (Additional Facility) Rules
 - 5.1. Decisions of the Tribunal shall be taken by a majority of the Members of the Tribunal.
 - 5.2. Article 24(2) of the ICSID Arbitration (Additional Facility) Rules applies to decisions taken by correspondence except that where the matter is urgent, the President may decide procedural matters without consulting the other Members, subject to possible reconsideration of such decision by the full Tribunal.
 - 5.3. The Tribunal will issue all rulings, including the award, within a reasonable time period, and bearing in mind any applicable provision of DR-CAFTA. If a ruling has not been issued within three months after the final submission on a particular matter, the Tribunal will provide the Parties with regular status updates.
 - 5.4. The President is authorized to issue Procedural Orders on behalf of the Tribunal.
 - 5.5. The Tribunal's rulings on procedural matters may be communicated to the Parties by the Tribunal or the Secretary of the Tribunal electronically in the form of a letter or email.
 - 5.6. Any ruling of the Tribunal, including the certified copy of the award, will be dispatched electronically to the Parties.

6. Time Limits

Article 33 of the ICSID Arbitration (Additional Facility) Rules

- 6.1. The President may fix and extend time limits for the completion of the various steps in the proceeding.
- 6.2. In exercising this power, the President shall consult with the other Members of the Tribunal. If the matter is urgent, the President may fix or extend time limits without consulting the other Members, subject to possible reconsideration of such decision by the full Tribunal.
- 6.3. The Parties agree that a time limit shall be satisfied if a procedural step is taken or a document is received by the ICSID Secretariat on the relevant date, or on the subsequent business day if the date falls on a Saturday or Sunday. A time limit shall be computed from the date on which the limit is announced, with the day of such announcement being excluded from the calculation.
- 6.4. Short extensions of time may be agreed between the Parties as long as (i) they do not materially affect the overall schedule of the procedure as set out in **Annex A** and (ii) the Tribunal is informed.

7. Secretary of the Tribunal

Administrative and Financial Regulation 28

- 7.1. The Secretary of the Tribunal is Ms. Luisa Fernanda Torres, Legal Counsel, ICSID, or such other person as ICSID may notify the Tribunal and the Parties from time to time.
- 7.2. To send copies of communications by email, mail, and courier/parcel deliveries to the ICSID Secretariat, the contact details are:

Ms. Luisa Fernanda Torres
ICSID
MSN C3-300
1818 H Street, N.W.
Washington, D.C. 20433
USA
Tel.: + 1 (202) 473-5018
Fax: + 1 (202) 522-2615
Email: ltorresarias@worldbank.org

- 7.3. For local messenger deliveries, the contact details are:

Ms. Luisa Fernanda Torres
ICSID
1225 Connecticut Ave. N.W.

(World Bank C Building)
3rd Floor
Washington, D.C. 20036
Tel.: + 1 (202) 473-5018

8. Assistant to the Tribunal

- 8.1. By letter of 18 November 2022, acting on instructions of the President of the Tribunal, the ICSID Secretariat informed the Parties that the Tribunal proposed that Mr. Lukas Montoya of Lévy Kaufmann-Kohler, a national of Colombia and Spain, be appointed as Assistant to the Tribunal. The Tribunal considered that it would assist the overall cost and time efficiency of the proceedings if the Tribunal had an Assistant. Mr. Montoya's *curriculum vitae* was distributed to the Parties on 18 November 2022.
- 8.2. The ICSID Secretariat's letter of 18 November 2022, to which it is referred, set out the tasks which the Tribunal proposed be assigned to the Assistant. The Members of the Tribunal emphasized that they would not delegate to the Assistant any of the duties and obligations incumbent on them as arbitrators, and observed that the Assistant would be subject to the same confidentiality obligations as the Members of the Tribunal.
- 8.3. The Parties agreed to the appointment of Mr. Lukas Montoya as Assistant to the Tribunal on 2 December 2022. The Assistant signed a declaration of independence and confidentiality, which was distributed to the Parties by the ICSID Secretariat on 6 December 2022.
- 8.4. The Parties agreed that the Assistant will receive: (i) US\$ 280 for each hour of work performed in connection with the case or *pro rata*; (ii) actual expenses of overnight lodging and other charges when traveling to an ICSID hearing, session or meeting held away from his residence up to but not exceeding US\$900 per day; and (iii) reimbursements for the costs of air (at one class above economy class) and ground transportation to and from the city where the hearing, session or meeting is held.
- 8.5. The contact details of the Assistant are:

Mr. Lukas Montoya
Lévy Kaufmann-Kohler
3-5 rue du Conseil-Général
P.O. Box 552
CH-1211 Geneva 4
Switzerland
lukas.montoya@lk-k.com

9. Representation of the Parties

Article 26 of the ICSID Arbitration (Additional Facility) Rules

9.1. Each Party shall be represented by its counsel (below) and may designate additional agents, counsel, or advocates by notifying the Tribunal and the Secretary of the Tribunal promptly of such designation.

For Sargeant Petroleum, LLC
("Claimant")

Mr. Allen W. Burton
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and
Mr. David Foster
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and
Mr. Andrew J. Weisberg
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For the Dominican Republic
("Respondent")

H.E. Vilma I. Arbaje De Contreras
Vice-Minister of Foreign Trade of the Ministry
of Industry, Commerce and MSME
Ms. Natalia Polanco
Director of Prevention and Dispute Resolution
(DPSC)
Mr. Luis Eduardo Brugal Bravo
Legal Analyst
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10. Advance Payments to ICSID, Apportionment of Costs and Third-Party Funding
Administrative and Financial Regulation 15; Articles 28(1)(f) and 58 of the ICSID Arbitration (Additional Facility) Rules

- 10.1. The Parties shall cover the direct costs of the proceeding in equal parts, without prejudice to the final decision of the Tribunal as to the allocation of costs.
- 10.2. By letter of 31 October 2022, ICSID requested that each Party pay US\$200,000.00 to cover the initial costs of the proceeding. ICSID received the Claimant's payment on 1 December 2022 and the Respondent's payment on 5 December 2022.
- 10.3. ICSID shall request further advances as needed. Such requests shall be accompanied by a detailed interim statement of account.
- 10.4. Each Party shall either (i) declare that itself or its counsel do not benefit from the provision of funds or other material support for the pursuit or defense of its case in these proceedings, by a natural or juridical person that is not a party to the dispute nor a corporate affiliate of a Party ("third-party funder"), or (ii) disclose to the Centre, the Tribunal and the other Party, that it has third-party funding and identify the third-party funder. The Tribunal may seek such other information about the funding arrangements that it deems appropriate. For the purpose of this provision, the term "third-party funder" does not include shareholders, parent or affiliated entities.
- 10.5. Each Party shall have a continuing obligation to disclose any changes to the information referred to in the preceding paragraph, occurring after the initial disclosure, including termination of the third-party funding arrangement.

11. Place of Arbitration
Articles 19 and 20 of the ICSID Arbitration (Additional Facility) Rules; Article 10.20(1) of DR-CAFTA

- 11.1. London, England shall be the place of the arbitration.
- 11.2. The Tribunal may hold in-person hearings at any other place that it considers appropriate after consultation with the Parties. Without prejudice to the provisions of §11.3 *infra*, the Parties have agreed that in-person hearings shall be held in Washington, DC.

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- 11.3. After consultation with the Parties, the Tribunal may determine that hearings will be conducted online through an appropriate videoconferencing platform. In such case, the Centre will conduct tests to ensure that all the participants have adequate connections, and the Tribunal will give the necessary directions.
- 11.4. The Members of the Tribunal may deliberate at any place and by any appropriate means they consider convenient.
- 11.5. The Parties agree that wherever the award or decision was signed by each arbitrator, it is deemed to have been made at the place of arbitration.

12. Procedural Language, Translation and Interpretation

Article 30 of the ICSID Arbitration (Additional Facility) Rules

- 12.1. English and Spanish are the procedural languages of the arbitration.

For ICSID Secretariat

- 12.2. Routine, administrative, or procedural correspondence addressed to or sent by the ICSID Secretariat may be in either procedural language.

For Parties' Pleadings

- 12.3. Any written requests and applications shall be submitted in one of the procedural languages, provided that a translation of such request or application into the other procedural language is filed within 10 days thereafter; except that if the matter is urgent, the Tribunal may require that the translation be provided in a shorter time frame.
- 12.4. Pleadings, witness statements, expert reports, and any other accompanying documentation shall be submitted in one procedural language, provided that a translation of such document to the other procedural language is filed within 10 days thereafter.
- 12.5. If the document is lengthy and relevant only in part, it is sufficient to translate only relevant parts, provided that the Tribunal may require a fuller or a complete translation at the request of any Party or on its own initiative.
- 12.6. Translations need not be certified unless there is a dispute as to the translation provided and the Party disputing the translation specifically requests a certified version.
- 12.7. Documents exchanged between the Parties under §16 *infra* (Production of Documents) may be produced in the original language and need not be translated.

For Hearing

- 12.8. Either procedural language (English or Spanish) may be used during hearings, and simultaneous interpretation from one procedural language into the other procedural language shall be available during hearings. Transcripts shall be taken in both procedural languages.
- 12.9. The testimony of a witness called for examination during the hearing who prefers to give evidence in a third language other than the procedural languages (English and Spanish) shall be interpreted simultaneously into both procedural languages if possible, or when this is not possible, into one of the procedural languages.
- 12.10. The Parties will notify the Tribunal, as soon as possible, and no later than at the pre-hearing organizational meeting (*see* §20 *infra*), which witnesses or experts require interpretation.
- 12.11. The costs of the interpreter(s) will be paid from the advance payments made by the Parties, without prejudice to the decision of the Tribunal as to which Party shall ultimately bear those costs.

For Tribunal's Rulings Except the Award

- 12.12. The Tribunal may initially make any order or decision in one procedural language, and subsequently issue that order or decision in the other procedural language. Both language versions shall be equally authentic.

For Tribunal's Award

- 12.13. The Tribunal shall render the Award in English and Spanish simultaneously. Both language versions shall be equally authentic.

13. Routing of Communications

- 13.1. Written communications in the case shall be transmitted by email or other electronic means to the Parties, the Secretary of the Tribunal, the Tribunal and the Assistant.
- 13.2. Electronic versions of communications ordered by the Tribunal to be filed simultaneously shall be transmitted to the Secretary of the Tribunal only, who shall send them to the opposing Party, the Tribunal and the Assistant, once both Parties communications are received.
- 13.3. The Secretary of the Tribunal shall not be copied on communications between the Parties when such communications are not intended to be transmitted to the Tribunal.

14. Number of Copies and Method of Filing of Parties' Pleadings

Articles 31 and 32 of the ICSID Arbitration (Additional Facility) Rules

14.1. By the relevant filing date, the Parties shall:

14.1.1. submit by email to the Tribunal, the Secretary of the Tribunal, the Assistant, and the opposing Party an electronic version of the pleading with witness statements, expert reports and an updated index of all supporting documentation (listing exhibits, legal authorities, witness statements, expert reports);³ and

14.1.2. upload the pleading with all the supporting documentation and the updated index to the folder created by ICSID for purposes of this case in ICSID's electronic file sharing platform (§§14.1.1 and 14.1.2 together, the "**Electronic Filing**").

For the avoidance of doubt, the Electronic Filing process described *supra* §§14.1.1 and 14.1.2 is applicable both to the original language submission and to the submission of subsequent translations, if any.

14.2. Electronic files of pleadings, witness statements, expert reports, exhibits and legal authorities shall be text searchable and unsecured/editable (i.e., OCR PDF or Word).

14.3. All pleadings shall be accompanied by a cumulative and updated index of all the supporting documentation that the Party has submitted up to the date of the pleading. The index shall indicate the document number, the pleading with which it was submitted, and the language of the document, and it shall follow the naming conventions in **Annex B**.

14.4. At the conclusion of the written phase of the proceeding, on a date to be determined by the Tribunal, or at any other time the Tribunal or the Secretariat so requests, the Parties shall courier to the ICSID Secretariat at the address indicated at §7.2 *supra* and to each Member of the Tribunal and the Assistant at the addresses indicated at §§2.4 and 8.5 *supra* a USB drive containing an electronic copy of the entire case file (including pleadings, witness statements, expert reports, exhibits, legal authorities and Tribunal decisions and orders to date) with a consolidated hyperlinked index of all documents.

14.5. The official date of receipt of a pleading or communication shall be the day on which the electronic file is sent to the Secretary of the Tribunal by email.

³ Please note that the World Bank server does not accept emails larger than 25 MB.

- 14.6. A filing shall be deemed timely if sent by a Party by midnight, Washington, D.C. time, on the relevant date.

15. Number and Sequence of Pleadings

Articles 33 and 38 of the ICSID Arbitration (Additional Facility) Rules

- 15.1. The arbitration shall proceed in accordance with the Procedural Timetable attached hereto as **Annex A**, except if the Tribunal, upon a showing of good cause by either Party or on its own initiative, decides to amend the timetable.
- 15.2. In the first exchange of submissions on a given matter (in principle Memorial and Counter-Memorial), the Parties shall set forth all the facts and legal arguments and submit all the documentary and written witness and expert evidence on which they intend to rely in support of their respective cases. Allegations of fact and legal arguments shall be presented in a detailed, specified and comprehensive manner, and shall respond to all allegations of fact and legal arguments made by the other Party.
- 15.3. In their second exchange of submissions (in principle Reply and Rejoinder), if any, the Parties shall limit themselves to responding to fact allegations, legal arguments, and evidence put forward by the other Party in its preceding submission, subject to facts and documents resulting from the document production phase or new facts arisen after the filing Party's last submission.
- 15.4. Following each factual allegation, the Parties shall, whenever possible, identify the evidence adduced or to be adduced in support of that allegation. Following each legal argument, the Parties shall, whenever possible, identify the legal authority adduced or to be adduced in support of that argument.
- 15.5. All written submissions shall be divided into consecutively numbered paragraphs.
- 15.6. The Parties shall include in their submissions a list of abbreviations. Each Party shall strive to use the same abbreviations as the other Party and the Parties shall update their list of abbreviations in subsequent submissions.

16. Production of Documents

Article 41 of the ICSID Arbitration (Additional Facility) Rules

- 16.1. The Tribunal shall be guided but not bound by the 2020 IBA Rules on the Taking of Evidence in International Arbitration.
- 16.2. Within the time limit set in **Annex A**, each Party may request from the other Party the production of documents or categories of documents within the other Party's possession, custody or control. Such a request for production shall identify each document or narrow category of documents sought with precision, in the form of a Redfern Schedule as attached in **Annex C** hereto, in both Word and .pdf format,

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specifying why the document sought is relevant to the dispute and material to the outcome of the case. Such a request shall not be copied to the Tribunal, the Secretary of the Tribunal or the Assistant.

- 16.3. The Tribunal recommends that the number of requests per Party do not exceed 20, including sub-requests. A Party wishing to exceed this number shall announce it two weeks before the submission of the Redfern Schedule (as set out in **Annex C** to this Procedural Order), explaining the reasons and need for a number higher than recommended.
- 16.4. Within the time limit set forth in **Annex A**, the other Party shall either produce the requested documents or, using the Redfern Schedule provided by the first Party, submit its reasons for its failure or refusal to produce responsive documents (objections). Such objections shall not be copied to the Tribunal, the Secretary of the Tribunal or the Assistant.
- 16.5. Within the time limit set forth in **Annex A**, the requesting Party may seek an order for the production of the documents sought and not produced, in which case it shall reply to the other Party's objections in that same Redfern Schedule. At the same time, it shall submit the Word and .pdf copies of the Redfern Schedule to the Tribunal, copying the Secretary of the Tribunal and the Assistant.
- 16.6. The Parties shall make no submissions in respect of the steps set out in §§16.2, 16.4, and 16.5 *supra* other than those incorporated in the Redfern Schedules.
- 16.7. On or around the date set forth in **Annex A**, the Tribunal will, at its discretion, rule upon the production of the documents or categories of documents having regard to the legitimate interests of the Parties and all the relevant circumstances, including applicable privileges and if appropriate the burden of proof.
- 16.8. Documents which the Tribunal orders to be produced shall be communicated directly to the requesting Party without copying the Tribunal, the Secretary of the Tribunal or the Assistant. Documents so communicated shall not be considered to be on record unless and until the requesting Party subsequently files them as exhibits in accordance with §17 *infra*.
- 16.9. In addition, the Tribunal may order a Party to produce documents on its own initiative at any time. In that case, the documents shall be submitted to the other Party and to the Tribunal in accordance with §17 *infra* and shall be considered to be on record.
- 16.10. If a Party fails to produce documents ordered by the Tribunal, the Tribunal may deem, in light of all circumstances including the reasons advanced by a Party to explain its inability to produce any given document, that the document is adverse to the position of that Party.

16.11. The Parties and the Tribunal take note of the provision in Article 10.21(3) of DR-CAFTA.

17. Submission of Documents

Article 32 of the ICSID Arbitration (Additional Facility) Rules

17.1. Documents, including exhibits and legal authorities, shall be submitted together with the memorial or written submission that refers to them in conformity with §§ 15.2 and 15.3 *supra*.

17.2. Neither Party shall be permitted to submit additional or responsive documents after the filing of its respective last written submission, unless the Tribunal determines that special circumstances exist based on a reasoned written request followed by observations from the other Party.

17.2.1. Should a Party request leave to file additional or responsive documents, it may not annex the documents that it seeks to file to its request.

17.2.2. If the Tribunal grants such request, the Tribunal shall ensure that the other Party is afforded sufficient opportunity to make its observations concerning such a document.

17.3. The Tribunal may call upon the Parties to produce documents or other evidence in accordance with Article 41(2) of the ICSID Arbitration (Additional Facility) Rules.

17.4. The documents shall be submitted in the following form:

17.4.1. The number of each document produced by the Claimant shall be preceded by the letter “C-” for factual exhibits and “CL-” for legal authorities. The number for each document produced by the Respondent shall be preceded by the letter “R-” for factual exhibits and “RL-” for legal authorities.

17.4.2. Factual exhibits and legal authorities shall be numbered consecutively throughout these proceedings, commencing with “C-0001” and “R-0001,” and “CL-0001” and “RL-0001”, respectively. The numbering shall also indicate the language of the document *e.g.* C-0001-ENG for a document submitted only in English, C-0001-SPA for a document submitted only in Spanish and C-0001-ENG/SPA for a document submitted in the same PDF file in English and Spanish.

17.4.3. The number shall appear on the first page of the document and shall be incorporated into electronic file name in accordance with the naming conventions referred to in §17.4.5 *infra*.

17.4.4. Factual exhibits and legal authorities shall be submitted in PDF format.

- 17.4.5. Electronic files and the accompanying indices shall follow the naming conventions contained in **Annex B**.
- 17.5. Copies of documentary evidence shall be assumed to be authentic unless specifically objected to by a Party, in which case the Tribunal will determine whether authentication is necessary.
- 17.6. The Parties shall file all documents only once by submitting them with their pleadings. Documents need not be resubmitted with witness statements even if referred to in such statements.
- 17.7. Demonstrative exhibits (such as PowerPoint slides, charts, tabulations, etc.) may be used at any hearing, provided they contain no new evidence. Each Party shall number its demonstrative exhibits consecutively (preceded by “CD-” for Claimant, and “RD-” for Respondent) and indicate on each demonstrative exhibit the number of the document(s) from which it is derived. The Party submitting such demonstrative exhibits shall provide them in electronic and, if requested, hard copy to the other Party, the Members of the Tribunal, the Assistant, the Secretary of the Tribunal, the court reporter(s) and interpreter(s) at the hearing at a time to be decided at the pre-hearing organizational meeting.

18. Witnesses

Articles 32, 41(2), 42 and 43 of the ICSID Arbitration (Additional Facility) Rules

- 18.1. Any person may present evidence as a witness, including a Party or a Party’s officer, employee, or other representative.
- 18.2. For each witness, a written, signed and dated witness statement, which shall stand as direct testimony, shall be submitted to the Tribunal, unless a person refuses or is unable to provide such a statement. A person who has not submitted a written witness statement may provide testimony to the Tribunal only in exceptional circumstances and upon a showing of good cause; if these conditions are met, the other Party shall be given an appropriate opportunity to respond to such testimony.
- 18.3. Each witness statement shall state the witness’s name, date of birth, and involvement in the case.
- 18.4. Witness statements shall be submitted in accordance with the provisions on language in §12 *supra*.
- 18.5. In accordance with §§15.2 and 15.3 *supra*, each Party will submit its witness statements together with its written submissions. In the event that a Party does not file a witness statement with its written submission, it shall indicate when filing the submission the reasons for which a statement cannot be filed for a particular witness. When considering whether to admit any witness statement presented after the filing of the Party’s written submission, the Tribunal shall take into account

whether there were exceptional circumstances which prevented the production of the statement together with the written submission.

- 18.6. The witness statements shall be numbered independently from other documents and properly identified. If a Party submits two witness statements by the same witness, the subsequent witness statement shall be identified as “Second”.
- 18.7. It shall not be improper for counsel to meet witnesses and potential witnesses to establish the facts, prepare the witness statements and the examinations.
- 18.8. On the date provided in **Annex A**, each Party shall identify the witnesses and experts of its opponent whom it intends to cross-examine.
- 18.9. Each Party shall be responsible for summoning its own witnesses to the hearing, except when the other Party has waived cross-examination of a witness and the Tribunal does not direct his or her appearance.
- 18.10. Each Party shall be responsible for the practical arrangements, cost and availability of any witness it offers. The Tribunal will decide upon the appropriate allocation of any related costs in the award.
- 18.11. If it deems it necessary, the Tribunal may call upon the Parties to produce as a witness any person who may have knowledge of relevant facts and has not been offered as a witness by the Parties.
- 18.12. If a witness fails to appear when first summoned to a hearing, the Tribunal may in its discretion summon the witness to appear a second time if satisfied that (i) there was a compelling reason for the first failure to appear, (ii) the testimony of the witness appears relevant, and (iii) providing a second opportunity for the witness to appear will not unduly delay the proceedings.
- 18.13. The Tribunal may allow a witness to be examined by videoconference (in the context of an online hearing or otherwise) and will issue appropriate directions.
- 18.14. The Tribunal may consider the written statement of a witness who provides a valid reason for failing to appear when summoned to a hearing, or of a witness who was not called for cross-examination, having regard to all the surrounding circumstances, including the fact that the witness was not subject to cross-examination. The Tribunal shall not consider the witness statement of a witness who fails to appear and does not provide a valid reason.
- 18.15. At the hearing, the examination of each witness shall proceed as follows:
 - 18.15.1. Direct examination shall be limited to questions about corrections to the written statement and about any matters which have arisen after the last

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- opportunity for the Party who presented the witness to file witness statements. In principle, it shall not exceed ten minutes;
- 18.15.2. The other Party may then cross-examine the witness about relevant facts within the witness' knowledge but not necessarily limited to facts addressed in the witness statement;
- 18.15.3. The Party who has presented the witness may then re-examine the witness with respect to any matters or issues arising out of the cross-examination;
- 18.15.4. Re-cross examination may exceptionally be allowed in the Tribunal's discretion; and
- 18.15.5. The Tribunal may ask its questions at any time, likely mainly at the end.
- 18.16. Subject to other arrangements during the pre-hearing organizational meeting, (i) fact witnesses shall be examined prior to expert witnesses, the Claimant's fact witnesses being examined prior to the Respondent's fact witnesses and each Party determining the order of the fact witnesses whom it presents, and (ii) expert witnesses shall be grouped by topics, the Claimant's expert for each topic being examined first.
- 18.17. Subject to a different agreement by the Parties, a fact witness shall not be present in the hearing room during oral testimony and arguments, or read the transcript of oral testimony or argument, prior to his or her examination. This limitation does not apply to expert witnesses. Party representatives who are also fact witnesses may be present during opening submissions.
- 18.18. The Tribunal shall, at all times, have complete control over the procedure for hearing a witness. In particular, but without limiting the foregoing, the Tribunal may in its discretion:
- 18.18.1. Limit or refuse the right of a Party to examine a witness when it appears that a question has been addressed by other evidence or is irrelevant;
- 18.18.2. Direct that a witness be recalled for further examination at any time; or
- 18.18.3. Provide that the witnesses may be examined together ("witness conferencing"), in which case it will give appropriate directions.

19. Experts

Articles 32, 41(2), 42 and 43 of the ICSID Arbitration (Additional Facility) Rules; Article 10.24 of DR-CAFTA

- 19.1. Each Party may retain and produce evidence of one or more experts.
- 19.2. To the extent possible, the experts on the same subject matter on both sides should liaise before the hearing to identify disputed and undisputed issues. The Tribunal may order experts on the same subject matter to produce joint expert reports identifying disputed and undisputed issues.
- 19.3. The Tribunal may, on its own initiative or at the request of a Party, appoint one or more experts. This includes, but it is not limited to, the appointment of experts pursuant to Article 10.24 of DR-CAFTA. The Tribunal shall consult with the Parties on the selection, terms of reference and conclusions of any such expert. The Tribunal may, on its own initiative or at the request of any Party, take oral evidence of such expert(s).
- 19.4. Expert reports shall be accompanied by any documents or information upon which they rely, unless such documents or information have already been submitted as exhibits with the Parties' submissions, in which case reference to such exhibits shall be sufficient. Such documents or information shall be subject to the rules on language set forth in §12 *supra*.
- 19.5. Experts shall disclose in their reports, or in attachments to their reports, the documents, data, and other information on which they relied in supporting their opinions.
- 19.6. After consultation with the Parties, the Tribunal may request non-legal experts to give a presentation at the hearing summarizing their methodology and conclusions in lieu of direct examination, which shall not last longer than 20 minutes.
- 19.7. The Tribunal shall not consider the expert evidence of an expert witness who fails to appear when summoned to a hearing, unless exceptional circumstances warrant his/her non-appearance (*e.g.*, circumstances beyond the expert's control or the control of the Party presenting the expert).
- 19.8. Unless inconsistent with this Section, all the rules set forth in §18 *supra* shall apply by analogy to the evidence of Party- and Tribunal-appointed experts.

20. Pre-Hearing Organizational Meetings

Article 29 of the ICSID Arbitration (Additional Facility) Rules

- 20.1. A pre-hearing organizational meeting shall be held on the date provided in **Annex A** by videoconference, between the Tribunal, or its President, and the Parties in order to address any outstanding procedural, administrative, and logistical

matters (including modality of interpretation and transcription) in preparation for the hearing.

- 20.2. At a date to be determined by the Tribunal, and in any event prior to the date of the pre-hearing organizational meeting, the Parties shall submit to the Tribunal jointly – or, where they are unable to agree, separately – a proposal regarding a daily schedule for the hearing.

21. Hearings

Articles 21(2) and 39 of the ICSID Arbitration (Additional Facility) Rules

- 21.1. The oral procedure shall consist of a hearing for examination of witnesses and experts, if any, and for oral arguments.
- 21.2. A hearing may be held in-person or by any other means of remote communication as determined by the Tribunal after consultation with the Parties in accordance with §11.3 *supra*.
- 21.3. The hearing shall take place on the dates set in **Annex A**.
- 21.4. The Members of the Tribunal shall endeavor to reserve one day immediately after the hearing to commence deliberations.
- 21.5. In principle, each Party will have an equal time allocation for examinations and oral arguments, subject to adjustments in the Tribunal's discretion, particularly if there is a severe imbalance in the number of cross-examinations. The allocation will be discussed at the pre-hearing organizational meeting and set by the Tribunal, which may grant short extensions if appropriate under the circumstances.
- 21.6. In accordance with Article 10.21(2) of DR-CAFTA, hearings shall be open to the public. Pursuant to that provision, in due course, the Tribunal “shall determine, in consultation with the [Parties], the appropriate logistical arrangements” as well as the “appropriate arrangements to protect the information [designated as protected information] from disclosure” at the hearing.

22. Records of Hearings and Sessions

Article 28(1)(g) of the ICSID Arbitration (Additional Facility) Rules

- 22.1. Sound recordings shall be made of all hearings and sessions. The sound recordings shall be provided to the Parties, the Members of the Tribunal and the Assistant.
- 22.2. Verbatim transcripts in the procedural language shall be made of any hearing and session other than sessions on procedural issues. Unless otherwise agreed by the Parties or ordered by the Tribunal, the verbatim transcripts shall, if possible, be available in real-time using LiveNote or similar software and electronic transcripts shall be provided to the Parties and the Tribunal on a same-day basis.

22.3. The Parties shall agree on any corrections to the transcripts within 21 days of the later of the dates of the receipt of the sound recordings and transcripts. The agreed corrections shall be entered in the transcript jointly by the Parties (“**Revised Transcripts**”). The Tribunal shall decide upon any disagreement between the Parties and any correction adopted by the Tribunal shall be entered in the Revised Transcripts by the court reporter.

23. Post-Hearing Memorials and Statements of Costs

Article 58(1) of the ICSID Arbitration (Additional Facility) Rules

23.1. In consultation with the Parties, the Tribunal will determine at the end of the hearing whether there shall be post-hearing briefs. If so, the Tribunal will address the time limits for preparing, and the length, format, and content of the post-hearing briefs. No new evidence may be produced together with the post-hearing briefs, except with leave from or on request of the Tribunal.

23.2. The Tribunal will issue directions on the Parties’ statements of costs at the end of the hearing.

24. Decision or Award on Liability

Article 10.20(9)(a) of DR-CAFTA

24.1. The Parties confirm their understanding that Article 10.20(9)(a) of DR-CAFTA applies only to a ruling (decision or award) on liability, as distinguished from a ruling on jurisdiction.

24.2. Should a Party intend to make a request for the transmission of the proposed decision or award on liability pursuant Article 10.20(9)(a) of the DR-CAFTA, it shall do so no later than 14 days after any hearing on liability or 14 days after the Party’s last post-hearing brief, whichever is later.

25. Transparency and Publication

Administrative and Financial Regulation 25, Article 53(3) of the Arbitration (Additional Facility) Rules; Article 10.21 of DR-CAFTA

25.1. The transparency and “protected information” regime will be addressed in a separate procedural order.

26. Written and Oral Submissions of a “non-disputing [DR-CAFTA] Party”

Article 10.20(2) of DR-CAFTA

26.1. In accordance with Article 10.20(2) of DR-CAFTA “[a] non-disputing [DR-CAFTA] Party may make oral and written submissions to the tribunal regarding the interpretation of this Agreement.”

26.2. A non-disputing DR-CAFTA Party written submission shall be filed within the time limit established in **Annex A**. A non-disputing DR-CAFTA Party intending to make an oral submission at the hearing shall notify the Tribunal of that intent within the time limit established in **Annex A**.

27. Submissions by “Amicus Curiae”

Article 10.20(3) of DR-CAFTA; Article 41(3) of the Arbitration (Additional Facility) Rules

27.1. In accordance with Article 10.20(3) of DR-CAFTA, the Tribunal “shall have the authority to accept and consider *amicus curiae* submissions from a person or entity that is not a disputing party,” namely, a person or entity other than the Parties to this proceeding. In considering *amicus curiae* applications for leave to intervene in this proceeding, the Tribunal shall have regard to the provisions in Article 41(3) of the Arbitration (Additional Facility) Rules.

27.2. Any application for leave to file an *amicus curiae* submission shall be filed within the time limit established in **Annex A**.

28. Data Protection and Cybersecurity

28.1. The Members of the Tribunal, the Assistant, and the Parties and their representatives acknowledge that the processing of their personal data is necessary for the purposes of these arbitration proceedings.

28.2. The Parties and their representatives agree to comply with all applicable data protection and privacy regulations, including providing appropriate notice to data subjects whose personal data will be processed in the arbitration proceeding, where necessary. Should compliance with applicable law require action from another participant in the arbitration, the Parties are invited to bring that to the attention of that other participant and/or to apply to the Tribunal for specific data protection measures to be put in place.

28.3. The Parties shall take appropriate measures for the secure transmission of documents, information and communications in this arbitration. If particular documents, information and/or communications require heightened security measures, the Parties will confer in order to take appropriate security measures for the transmission of such documents, information and/or communications. Unless instructed otherwise by the Parties, the Tribunal will not take any special measures beyond its standard procedures to safeguard the cyber-security of arbitration-related information and the Parties confirm that communications may be sent by email.

29. Standards of Practice

- 29.1. The Members of the Tribunal, the Parties and their representatives, experts, witnesses and other participants of the proceedings will be guided by the ICCA Guidelines on Standards of Practice in International Arbitration (2021).

For and on behalf of the Tribunal,

_____[Signed]_____
Gabrielle Kaufmann-Kohler
President of the Tribunal Date:
22 December 2022

ANNEX A:
PROCEDURAL TIMETABLE⁴

A) Timetable in case the Tribunal **grants** the Request for Bifurcation

	Procedural Step	Responsible	Interval (in # of Days)⁵	Date
1.	Memorial	Claimant		Thursday, 20 April 2023
2.	Request for Bifurcation	Respondent	21 days	Thursday, 11 May 2023
3.	Answer to Request for Bifurcation	Claimant	21 days	Thursday, 1 June 2023
4.	Decision on Request for Bifurcation	Tribunal	21 days	Thursday, 22 June 2023
5.	Memorial on Jurisdiction	Respondent	63 days	Thursday, 24 August 2023
6.	Counter-Memorial on Jurisdiction	Claimant	63 days	Thursday, 26 October 2023
7.	Requests for Document Production	Parties	14 days	Thursday, 9 November 2023
8.	Objections to Document Production and/or Voluntary Document Production	Parties	14 days	Thursday, 23 November 2023
9.	Replies to Objections to Document Production	Parties	14 days	Thursday, 7 December 2023
10.	Decision on Document Production	Tribunal	14 days	Thursday, 21 December 2023
11.	Production of Documents Ordered by the Tribunal	Parties	20 days	Wednesday, 10 January 2024

⁴ The Tribunal has completed the Procedural Timetable, following the discussion with the Parties at the First Session. Absent any further observations from the Parties, which shall be received by **6 January 2023**, this timetable will stand.

⁵ Intervals count from the immediately prior step, unless otherwise indicated.

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	Procedural Step	Responsible	Interval (in # of Days)⁵	Date
12.	Non-Disputing DR-CAFTA Parties Written Submission under DR-CAFTA, Article 10.20(2), if any and Non-Disputing DR-CAFTA Parties inform intent to make oral submission at the Hearing under DR-CAFTA, Article 10.20(2), if any	Non-Disputing DR-CAFTA Parties	N/A	Friday, 12 January 2024
13.	Applications for Leave to File an <i>Amicus Curiae</i> Submission under DR-CAFTA, Article 10.20(3), if any	<i>Amicus</i>	N/A	Friday, 12 January 2024
14.	Consultation with Parties and Decision on Hearing Format	Tribunal	N/A	Early February 2024
15.	Reply on Jurisdiction (including Comments to Non-Disputing DR-CAFTA Parties Written Submission under DR-CAFTA, Article 10.20(2), if any)	Respondent	40 days (from step 11)	Monday, 19 February 2024
16.	Rejoinder on Jurisdiction (including Comments to Non-Disputing DR-CAFTA Parties Written Submission under DR-CAFTA, Article 10.20(2), if any)	Claimant	39 days	Friday, 29 March 2024
17.	Identification of witnesses and experts to be called at the hearing	Parties	10 days	Monday, 8 April 2024
18.	Parties' Comments on <i>Amicus Curiae</i> Written Submissions, if any admitted	Parties	N/A	Friday, 12 April 2024
19.	Pre-Hearing Organizational Meeting	Parties and Tribunal (or its President)	4 days (from step 17)	Friday, 12 April 2024
20.	Hearing on Jurisdiction	All		Monday to Wednesday, 6 to 8 May 2024 (1 day of hearing, plus 2 days as reserve, exact number of days needed)

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	Procedural Step	Responsible	Interval (in # of Days)⁵	Date
				being discussed at step 19 meeting)
21.	Statements of Costs	Parties	TBD	TBD

B) Timetable in case the Tribunal **rejects** the Request for Bifurcation

	Procedural Step	Responsible	Interval (in # of Days)⁶	Date
1.	Memorial	Claimant		Thursday, 20 April 2023
2.	Request for Bifurcation	Respondent	21 days	Thursday, 11 May 2023
3.	Answer to Request for Bifurcation	Claimant	21 days	Thursday, 1 June 2023
4.	Decision on Request for Bifurcation	Tribunal	21 days	Thursday, 22 June 2023
5.	Counter-Memorial on Merits and Memorial on Jurisdiction	Respondent	120 days	Friday, 20 October 2023 ⁷
6.	Requests for Document Production	Parties	14 days	Friday, 3 November 2023
7.	Objections to Document Production and/or Voluntary Document Production	Parties	21 days	Friday, 24 November 2023
8.	Replies to Objections to Document Production	Parties	7 days	Friday, 1 December 2023
9.	Decision on Document Production	Tribunal	14 days	Friday, 15 December 2023
10.	Production of Documents Ordered by the Tribunal	Parties	28 days	Friday, 12 January 2024

⁶ Intervals count from the immediately prior step, unless otherwise indicated.

⁷ If no bifurcation is requested, the interval for procedural step 5 shall count from the date of procedural step 1. In that scenario, the date for step 5 shall be 18 August 2023 and the subsequent dates shall be adjusted accordingly.

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	Procedural Step	Responsible	Interval (in # of Days)⁶	Date
11.	Non-Disputing DR-CAFTA Parties Written Submission under DR-CAFTA, Article 10.20(2), if any and Non-Disputing DR-CAFTA Parties inform intent to make oral submission under DR-CAFTA, Article 10.20(2), if any	Non-Disputing DR-CAFTA Parties	N/A	Friday, 12 January 2024
12.	Applications for Leave to File an <i>Amicus Curiae</i> Submission under DR-CAFTA, Article 10.20(3), if any	<i>Amicus</i>	N/A	Friday, 12 January 2024
13.	Consultation with Parties and Decision on Hearing Format	Tribunal	N/A	Early February 2024
14.	Reply on Merits and Counter-Memorial on Jurisdiction (including Comments to Non-Disputing DR-CAFTA Parties Written Submission under DR-CAFTA, Article 10.20(2), if any)	Claimant	119 days (from step 5)	Friday, 16 February 2024
15.	Rejoinder on Merits and Reply on Jurisdiction (including Comments to Non-Disputing DR-CAFTA Parties Written Submission under DR-CAFTA, Article 10.20(2), if any)	Respondent	119 days	Friday, 14 June 2024
16.	Rejoinder on Jurisdiction	Claimant	21 days	Friday, 5 July 2024
17.	Identification of witnesses and experts to be called at the hearing	Parties	14 days	Friday, 19 July 2024
18.	Parties' Comments on <i>Amicus Curiae</i> Written Submissions, if any admitted	Parties	N/A	Friday, 19 July 2024
19.	Pre-Hearing Organizational Meeting	Parties and Tribunal (or its President)	6 days (from step 17)	Friday, 25 July 2024
20.	Hearing	All		Monday to Saturday, 7 to 12 October 2024

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	Procedural Step	Responsible	Interval (in # of Days)⁶	Date
				(4 days of hearing plus 2 days as reserve, exact number of days needed being discussed at step 19 meeting)
21.	Post-Hearing Briefs [to be discussed at the end of the hearing]	Parties	TBD	TBD
22.	Statement of Costs	Parties	TBD	TBD

ANNEX B:
ELECTRONIC FILE NAMING GUIDELINES

Please follow these guidelines when naming electronic files, and for the accompanying consolidated Index. The examples provided (in *italics*) are for demonstration purposes only and should be adapted to the relevant phase of the case.

All pleadings and accompanying documentation shall indicate the LANGUAGE in which they are submitted (e.g. SPA=Spanish; FR=French; ENG= English). Such indication shall be reflected both (i) in the name of each individual electronic file and (ii) in the consolidated Index (which shall be attached to each submission).

SUBMISSION TYPE	ELECTRONIC FILE NAMING GUIDELINES
MAIN PLEADINGS	Title of Pleading–LANGUAGE
	<i>Memorial on Jurisdiction-ENG</i>
	<i>Counter-Memorial on the Merits and Memorial on Jurisdiction-SPA</i>
	<i>Reply on Annulment-FR</i>
	<i>Rejoinder on Quantum-ENG</i>
SUPPORTING DOCUMENTATION	
Exhibits	C-####–LANGUAGE
	R-####–LANGUAGE
	To be produced sequentially throughout the case.
	CLAIMANT’S FACTUAL EXHIBITS
	<i>C-0001-ENG</i>
	<i>C-0002-SPA</i>
	RESPONDENT’S FACTUAL EXHIBITS
	<i>R-0001-ENG</i>
	<i>R-0002-SPA</i>
	Legal Authorities
RL-####–LANGUAGE	
To be produced sequentially throughout the case.	
CLAIMANT’S LEGAL AUTHORITIES	
<i>CL-0001-ENG</i>	
<i>CL-0002-SPA</i>	
RESPONDENT’S LEGAL AUTHORITIES	
<i>RL-0001-ENG</i>	
<i>RL-0002-SPA</i>	
Witness Statements	
	<i>Witness Statement-Maria Jones-Memorial on Jurisdiction-SPA</i>
	<i>Witness Statement-Maria Jones-Reply on Jurisdiction-[Second]-ENG</i>
Expert Reports	Expert Report-Name of Expert-Type-Name of Submission-LANGUAGE
	<i>Expert Report-Lucia Smith-Valuation-Memorial on Quantum-ENG</i>
	<i>Expert Report-Lucia Smith-Valuation-Reply on Quantum-[Second]-ENG</i>
Legal Opinions	Legal Opinion-Name of Expert-Name of Submission-LANGUAGE
	<i>Legal Opinion-Tom Kaine-Counter-Memorial on the Merits-ENG</i>

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	<i>Legal Opinion-Tom Kaine-Rejoinder on the Merits-[Second]-SPA</i>
Exhibits to Witness Statements, Expert Reports, Legal Opinions	WITNESS/EXPERT INITIALS-####-LANGUAGE
	For exhibits filed with the Witness Statement of [Maria Jones]
	<i>MJ-0001-ENG</i>
	<i>MJ-0002-SPA</i>
	For exhibits filed with the Expert Report of [Lucia Smith]
	<i>LS-0001-ENG</i>
	<i>LS-0002-SPA</i>
	For exhibits filed with the Legal Opinion of [Tom Kaine]
	<i>TK-0001-ENG</i>
<i>TK-0002-SPA</i>	
INDICES (Consolidated Index)	Index of Exhibits-C-#### to C-####
	<i>Index of Exhibits-C-0001 to C-0023</i>
	Index of Legal Authorities-RL-#### to RL-###
	<i>Index of Legal Authorities-RL-0001 to RL-0023</i>
OTHER APPLICATIONS	Name of Application-[Party]-LANGUAGE
	<i>Preliminary Objections under Rule 41(5)-[Respondent]-SPA</i>
	<i>Request for Bifurcation-[Respondent]-ENG</i>
	<i>Request for Provisional Measures-[Respondent]-SPA</i>
	<i>Request for Production of Documents-[Claimant]-SPA</i>
	<i>Request for Stay of Enforcement-[Respondent]-FR</i>
	<i>Request for Discontinuance-[Claimant]-ENG</i>
	<i>Post-Hearing Brief-[Claimant]-SPA</i>
	<i>Costs Submission-[Respondent]-ENG</i>
<i>Observations to Request for [XX]-[Claimant]-SPA</i>	

ANNEX C:
REDFERN SCHEDULE

Requesting Party: [Claimant / Respondent]

1	2	3		4	5	6
Request No.	Documents or Category of Documents Requested [Requesting Party]	Relevance and Materiality [Requesting Party]		Responses / Objections to Document Requests [Requested Party]	Replies to Objections to Document Requests [Requesting Party]	Tribunal's Decisions
		Ref. to Pleadings, Exhibits, Witness Statements or Expert Reports	Comments			